

## AGREEMENT AND RELEASE FROM LIABILITY

### Voluntary Participation

1. I, \_\_\_\_\_ (Volunteer's Name),  
acknowledge that I have voluntarily applied to participate in the Creek and/or  
Street Clean-up at \_\_\_\_\_ (Creek/Street name)  
on \_\_\_\_\_ (Street name) on \_\_\_\_\_ (Date).

### Assumption of Risk

**2. I AM AWARE THAT THIS ACTIVITY CAN BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.**

### Release

3. As consideration for being permitted by the City of Fremont, County of Alameda, or Fremont Unified School District to participate in this activity and use City and County facilities, I hereby agree that I, my assignees, heirs, distributee, guardians, and legal representative will not make a claim against or sue, the City of Fremont, County of Alameda, Alameda County Flood Control and Conservation District, or Fremont Unified School District or any of their officers or employees for injury or damage arising out of my participation and caused by any condition of public property or the negligence or other acts, of any employee, agent, or contractor of the City of Fremont, County of Alameda, Alameda County Flood Control and Conservation District, or Fremont Unified School District. I hereby release the City of Fremont, County of Alameda, Alameda County Flood Control and Conservation District, and Fremont Unified School District and their officers and employees from all actions, claims, or demands that I, my assignees, heirs, distributee, guardians, and legal representative now have or may hereafter have for injury or damage resulting from my participation.

### Knowing and Voluntary Execution

**4. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF FREMONT, COUNTY OF ALAMEDA, ALAMEDA COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT, OR FREMONT UNIFIED SCHOOL DISTRICT AND SIGN IT ON MY OWN FREE WILL.**

**Executed at Fremont, California, on \_\_\_\_\_.**

\_\_\_\_\_  
Participant/Volunteer

\_\_\_\_\_  
Consent of Parent or Guardian if under  
age of 18

# **SAFETY REQUIREMENTS**

## **For Creek Cleanup Events**

### **DO NOT:**

- **DO NOT Pick up the following materials: car batteries, needles (syringes), toxics, and driftwood. Report their location to the event runner or event coordinator.**
- **DO NOT Handle large drums. Report their location to the cleanup event runner or event coordinator.**
- DO NOT lift anything you cannot lift. Request assistance.
- DO NOT carry trash or large amounts of debris back to the registration area. Leave all debris items and bags of trash on the trail and maintenance will collect them.
- DO NOT go near or on steep slopes.
- DO NOT go in unsafe areas.
- DO NOT cross the creek unless absolutely necessary. If crossing is unavoidable, be cautious to avoid falling.

### **WATCH**

- **WATCH for sharp objects, such as glass and syringes (needles). WARNING: Needles can pierce through most gloves and footwear. Report their location to the event runner or event coordinator.**
- WATCH for poison oak and sharp plants, such as wild blackberry and stinging nettle

### **WEAR:**

- WEAR gloves at all times when collecting debris.
- WEAR long sleeve shirt, long pants, and a light jacket or rain jacket in case of wet weather.
- WEAR mosquito repellent
- WEAR sturdy boots or shoes that are water resistant or tolerant

### **BE AWARE OF:**

- Ticks and Lyme Disease
- Poison Oak and Stinging Nettle

I AM AWARE THAT THIS ACTIVITY CAN BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I HAVE CAREFULLY READ THESE SAFETY REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS AND INITIAL IT ON MY OWN FREE WILL. **Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Photo/Likeness Release Form

I, \_\_\_\_\_, hereby authorize the **City of Fremont** to photograph or film me on \_\_\_\_\_ and consent to the use of my name and/or likeness in the **City News** (community newsletter), **City website** ([www.fremont.gov](http://www.fremont.gov)), **City Cable TV Channel 27**, **City marketing brochures**, and/or related materials. I understand and agree that such materials, including all negatives, positives, and prints shall become and remain the sole property of the City of Fremont and I shall have no right or title to such items. I further understand and agree that these materials may be kept on file and/or used by the City of Fremont for potential future uses and further agree to release the City of Fremont from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### **If you are under 18 years of age, your parent or guardian must sign below:**

I represent that I am a parent/guardian of the minor who has signed the above release and that in that capacity the City of Fremont has my consent and authorization to use the name and/or likeness as described above.

#### **Parent/Guardian:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_